IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

APPEAL NO.264 OF 2005
IN
NOTICE OF MOTION NO.3381 OF 2004
IN
SUIT NO.3282 OF 2004

Mr.Praveen Khanna ....Appellant

V/s.

M/s.Bombino Video Pvt.Ltd. & Ors. ....Respondents

None for the Appellant.

Mr.Thakore i/b Thakore Jariwala & Co. for the Respondents.

CORAM : A.P. SHAH AND
S.J. VAZIFDAR, JJ.
DATED : 28TH MARCH, 2005.

P.C. :

. The Appellant and his advocate are absent.

2. Heard the counsel for the Respondents. The only question is whether cable rights are given to Respondent Nos.1 and 2 under the relevant agreement. We have gone through the relevant terms of the agreement and especially clause 1 (c) (iii) whereby the right to 'distribution', 'broadcast' of the said film is defined to mean exploitation of such right in part or full in any manner whatsoever by use of video

format via any medium, method and/or technology whatsoever and manner (now known or hereinafter invented or discovered). Clause (ix) is to the same effect. Having considered the wile language in which clauses 1 (c) (iii) and (ix) are worded, it is difficult to accept the Appellant’s contention that cable rights are not covered by the agreement.

3. Appeal is dismissed.